

DOC #5428

ADOPTED

9/26/91

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

AMENDMENT TO MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

(See separate
brown
book.)

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Master Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") on June 29, 1989. The Master Plan was approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. This Amendment to Master Plan sets forth revisions to the Master Plan to reflect changed circumstances since the approval of the Master Plan

Amendment of Master Plan: The Master Plan is hereby amended in the following respects:

1. In the Section headed "Planning Objectives and Character of Development Including Location and Appearance of Structures" on page 2 of the Master Plan the following are substituted for the originals therein:

(a) The second sentence in the second paragraph is deleted and the following is substituted therefor:

"The buildings will be multi-story and will be constructed primarily (with the exception of the above-grade garage) of brick with pre-cast concrete detailing."

(b) The sixth sentence in the second paragraph is deleted and the following is substituted therefor:

"A fifth building, an above-grade parking garage (the "Garage") will be located on the northerly side of the Plaza (as defined below) and will contain parking and possibly retail space on the ground level and up to nine (9)

additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases)."

(c) The following language is inserted at the end of the last sentence in the second paragraph:

"in the event that the Garage is not constructed to its maximum dimensions. In no event, however, will the total parking capacity of the Project exceed 1,040 cars."

(d) The third paragraph is deleted and the following is substituted therefor:

"A plaza is designated on a plan attached to this Master Plan as Exhibit C (the "Plaza"). The Plaza will be the focal point of the Project for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften, and make inviting, public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance the Project, but will also serve transit riders as well as the general public. The Plaza, including the related roadways, the sidewalks, the "kiss and ride turn-around", and the parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of \$2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements

parts, a high-rise component (the "High-Rise") and the low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. The Garage will be located along the northerly side of the Plaza. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site which will consist primarily of grade level parking and temporary landscaping will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars to the east of the Office Building and with accommodations for up to 201 cars to the west of the Office Building (the "Parking Lots"). The Parking Lots shall be permitted to remain until such time as the Garage is constructed. In no event, however, will the total parking capacity of the Site exceed 1,040 cars. As a result of financing and market considerations, Phase 1 may be undertaken by the Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise, the Plaza (under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. The construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the Site are anticipated to be completed at the time of completion of the final subphase of Phase 1. Subsequent phases of the development will entail completion of the Project, including the construction of three (3) other office/retail buildings and a hotel. The completion of the other phases of the Project will depend upon demand for additional tenant space in the Project and financing considerations. Furthermore, any one or more of the components of the Project or phases located or to be located on the Site may be financed independently of the other components or phases located or to be located on the Site and, therefore, any one or more of such components or phases may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project."

4. In the Section headed "Zoning" on page 6 of the Master Plan the following are substituted for the originals therein:

(a) The first through fifth sentences in the first paragraph are deleted and the following are substituted therefor:

"The Site is located in an M-1-D and M-2-D zoning district and in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted [and in the Tremont Street Boulevard Planning District [others/]]. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. As an approved PDA within such District, Ruggles Center is permitted a maximum floor area ratio ("FAR") of 6.0."

^ (b) The second paragraph is deleted and the following paragraph is substituted therefor:

"In a PDA located within the Greater Roxbury Economic Development Area, like the Site, relief from the requirements of the Code, may be sought as exceptions pursuant to Article 6A and Article 50 of the Code. It is anticipated, however, that no zoning exceptions will be necessary, since, pursuant to Section 50-16.4 of the Code, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code."

5. In the Section headed "Proposed Traffic Circulation" on page 7 of the Master Plan the following language is inserted therein:

(a) At the end of the second sentence:

"and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard."

(b) In the third sentence after "Within" delete "the plaza" and ^ the following language is substituted therefor:

"the portion of the Plaza which extends

northerly from Tremont Street to the Ruggles Station entrance"

(c) In the fourth sentence after "off" delete "Columbus Avenue Extension and the northwest edge of".

(d) The penultimate and the last sentences are deleted and the following are substituted therefor:

"In addition, drop-offs and short-term parking for the proposed hotel and the proposed retail uses will be provided as necessary. The plaza, including related roadways, sidewalks, the 'kiss and ride turn-around', and the parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement."

6. [^]In the Section headed "Parking and Loading Facilities" on page 7 of the Master Plan the last sentence is deleted and the following is substituted therefor:

"In no event, however, will the total parking capacity of the Project exceed 1,040 cars. Loading bays will be provided as necessary."

7. The second, the third, and the fourth paragraphs of the Section headed "Public Benefits" on page 8 of the Master Plan are hereby deleted and the following paragraph is substituted therefor:

"The development of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The construction of [^]the Project will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit E; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from the Project are set forth in the Cooperation Agreement."

[^]8. The following new Section is inserted [^]at the end of the

northerly from Tremont Street to the Ruggles Station entrance"

(c) In the fourth sentence after "off" delete "Columbus Avenue Extension and the northwest edge of".

(d) The penultimate and the last sentences are deleted and the following are substituted therefor:

"In addition, drop-offs and short-term parking for the proposed hotel and the proposed retail uses will be provided as necessary. The plaza, including related roadways, sidewalks, the 'kiss and ride turn-around', and the parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement."

6. [^]In the Section headed "Parking and Loading Facilities" on page 7 of the Master Plan the last sentence is deleted and the following is substituted therefor:

"In no event, however, will the total parking capacity of the Project exceed 1,040 cars. Loading bays will be provided as necessary."

7. The second, the third, and the fourth paragraphs of the Section headed "Public Benefits" on page 8 of the Master Plan are hereby deleted and the following paragraph is substituted therefor:

"The development of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The construction of [^]the Project will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit E; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from the Project are set forth in the Cooperation Agreement."

[^]8. The following new Section is inserted [^]at the end of the

Master Plan:

"Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Master Plan in accordance with the provisions of Section 50-16.4 of the Code."

9. The Proposed Uses For Ruggles Center attached hereto as Attachment A is hereby substituted for the use chart in Exhibit B of the Master Plan.

10. The Plaza Plan attached hereto as Attachment B is hereby substituted for the "Phase 1: Plaza Plan" in Exhibit C of the Master Plan.

11. The "Plaza Plan" and the "Garage Plan" attached hereto as Attachment C are hereby substituted for the "Phase 1: Plaza Plan" and the "Phase 1: Parking Garage Plan in Exhibit D of the Master Plan.

12. The Exhibit E (The Amended and Restated Cooperation Agreement for Planned Development Area No. 34) attached hereto as Attachment D is hereby substituted for Exhibit E of the Master Plan.

13. Except as set forth above, the Master Plan shall remain unmodified and in full force and effect.

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

DEVELOPMENT PLAN
FOR PHASE 1 OF MASTER PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Development Plan: On June 29, 1989, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") and a Development Plan for Phase 1 of Master Plan (the "Original Development Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). The Master Plan and the Original Development Plan were approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. The Original Development Plan is hereby revoked and this Development Plan (the "Development Plan") is approved in place thereof to reflect changed circumstances since the approval of the Original Development Plan.

In accordance with Section 3-1A and Article 50 of the Code, this Development Plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, the proposed phasing of construction, access to public transportation and other major elements of Phase 1. This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of six (6) pages of text and tables plus attachments designated Exhibits A through H. All references to this Development Plan contained herein shall pertain only to such six (6) pages and attachments. Exhibits A through H are subject to final design and other development review by the Authority in accordance with the Authority's Development Review Procedures dated

1985, revised 1986 (the "Development Review Procedures") and by other governmental agencies and authorities. Any references or depictions in the Exhibits of buildings or other improvements not included in the development of Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Architect: The architect for Phase 1 of Ruggles Center is Stull & Lee, Inc. with its offices located at 38 Chauncy Street, Boston, MA 02111.

Site: Phase 1 of Ruggles Center, containing approximately 5.10 acres, consists of the entire site subject to the Master Plan and is described in Exhibit A attached to this Development Plan (the "Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of four (4) distinct elements of the Master Plan: an office/retail building, a free-standing parking garage, grade level parking, and a plaza.

An office/retail building of up to twelve (12) stories and not to exceed 242,000 square feet of gross floor area will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as defined below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B (the "Office Building"). The Office Building may be developed in two (2) component parts, a high-rise component (the "High-Rise") and the low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. An above-grade parking garage will be located along the northerly side of the Plaza (as defined below) and is designated "Garage" on the plan attached to this Development Plan as Exhibit B (the "Garage"). The Garage will contain parking on the ground level and up to nine (9) additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases). Due to the technical definition of "grade", as defined in the Code and the slope of the Site, the first level of the Garage could be construed under the Code to be below grade. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site will consist of grade level parking and will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars on Parcel 18-1A located to the east of the Office Building and with

accommodations for up to 201 cars on Parcel 18-3A and Parcel 18-3B located to the west of the Office Building (the "Parking Lots"). The final locations and configurations of the Office Building, the Garage, and the Parking Lots are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities and shall generally conform to the site plan attached hereto as Exhibit B and the dimensional chart attached hereto as Exhibit C.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building shall be constructed primarily of brick with pre-cast concrete detailing. The Office Building and the Garage shall have heights and gross floor areas which do not exceed those set forth in the dimensional chart attached hereto as Exhibit C or as such may be affected by changes to Phase 1 as a result of further design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities. All references herein to "height" and "gross floor area" refer to those terms as they are defined in the Code. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The plans attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the plans for the Garage are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Construction of the High-Rise is expected to begin in March of 1992 with the construction of the Plaza (as described below) and the Parking Lots to begin thereafter. Completion of the Office Building and Parking Lots is expected in the third quarter of 1993. Construction of the Low-Rise and the Garage will be deferred until subsequent stages of development (as described below).

Open Spaces and Landscaping: A plaza is designated on a plan attached to this Development Plan as Exhibit B (the "Plaza"). The Plaza will be the focal point of Ruggles Center for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften and make inviting public pathways and gathering places. With a series of retail uses and building lobbies opening onto the

Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance Phase 1, but will also serve transit riders as well as the general public. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of \$2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement").

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

All plans for Ruggles Center are subject to ongoing development review and approval by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Proposed Uses of Site: The proposed uses for the Site may include one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed maximum dimensions of the Office Building and the Garage. The Site is located in an M-1-D and M-2-D zoning district and in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted [and in the Tremont Street Boulevard Planning District [others?]]. In a PDA located within the Greater Roxbury EDA, like the Site, relief from the requirements of the Code, may be sought as exceptions pursuant to Article 6A of the Code. It is anticipated, however, that no zoning exceptions will be necessary for Phase 1, since, pursuant to Section 50-16.4, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code. ^

Proposed Densities: The Site is located in the Greater Roxbury Economic Development Area within the Roxbury Neighborhood District. As an approved PDA within such District, Ruggles Center

is permitted a maximum floor area ratio ("FAR") of 6.0. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Development Plan provides for an overall maximum FAR for the Site of 2.33 based upon a ratio of 519,000 square feet of gross floor area of proposed development, to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Due to the technical definitions of "gross floor area", "floor area ratio", and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, open space, and other public areas, the actual FAR of Phase 1 may be larger since such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. The total development in Phase 1, however, will not exceed 519,000 square feet of gross floor area.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the portion of the Plaza which extends northerly from Tremont Street to the Ruggles Station entrance, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Office Building, the Garage, and the Parking Lots will be off the Plaza. In addition, drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement.

Parking and Loading Facilities: Phase 1 will include grade level parking and an above-grade parking garage as set forth above. In no event, however, will the total parking capacity of the Site exceed 1,040 cars as approved in the Master Plan. Loading bays will be provided as set forth in Exhibit D. Phase 1 will include off-street grade-accessed loading to service the Office Building.

Proposed Phasing of Construction: It is currently anticipated that Phase 1 will involve the construction of the Office Building, the Plaza, the Garage, the Parking Lots, and permanent landscaping on the completed portions of the Site. As a result of financing and market considerations, Phase 1 may be undertaken by the

Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise, the Plaza (under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. Subsequent subphases will consist of the construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the remainder of the Site. Furthermore, one or more of the High-Rise, the Low-Rise, the Garage, and the Parking Lots may be financed independently of the others and, therefore, the land on which one or more is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street, Melnea Cass Boulevard, and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Site will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten (10) minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City of Boston and the Commonwealth of Massachusetts. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City of Boston.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building and the Plaza will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit H; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from Phase 1 are set forth in the Cooperation Agreement.

Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Development Plan in accordance with the provisions of Section 50-16.4 of the Code.

DIPP
PDA #34 ADOPTED
SEPTEMBER 26, 1991

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER

RE: RUGGLES CENTER

EXECUTIVE

SUMMARY: THIS MEMORANDUM REQUESTS THAT, WITH RESPECT TO THE RUGGLES CENTER PROJECT, THE BRA APPROVE AN AMENDMENT TO THE APPROVED PDA MASTER PLAN, REVOKE THE PHASE I DEVELOPMENT PLAN AND THAT IT APPROVE A REVISED PHASE I DEVELOPMENT PLAN.

On February 8, 1990, the Boston Redevelopment Authority (BRA) granted Final Designation to Metropolitan/Columbia Plaza Venture (MCPV) as developer of the Parcel to Parcel Linkage project, consisting of the Kingston-Bedford site in downtown Boston and the Parcel 18 site in the Southwest Corridor in Roxbury.

On June 19, 1989, the BRA approved a Planned Development Area (PDA) Master Plan for PDA No. 34 setting forth the framework for the development of the Parcel 18 site in a phased development sequence. The development described in the Master Plan includes a total of five elements as follows: three buildings, of which two are office buildings and one either a hotel or office building, a free-standing parking garage, and a public plaza around which the entire development will be oriented.

On the same date, the BRA also approved the Phase I Development Plan for the Ruggles Center project. Phase I as described in the approved Development Plan consists of the public plaza, the first office building, and the parking garage.

Since that time, MCPV has sought commitments from tenants for the first phase in order to enable financing for the project to be obtained and the project to proceed. Following several months of negotiation, Governor Weld on May 21 of this year signed a Letter of Intent on behalf of the Registry of Motor Vehicles (RMV) to occupy approximately 150,000 square feet in the first phase of Ruggles Center, with tenancy beginning on June 1, 1993. We anticipate that the lease will be executed in the first week of October. This facility will replace RMV's current facility at 100 Nashua Street as its public business office in the City of Boston.

RCJV is now ready to proceed with Phase I of the project, but requires some changes to

the provisions of the PDA Master Plan and Phase I Development Plan to reflect minor changes in the project. Specifically, RCJV seeks permission to delay the construction of the above grade garage within Phase I until there is sufficient demand in the marketplace to make it financially feasible. In addition, MCPV is seeking to increase the maximum permitted capacity of the garage from 740 to 940 cars. Because of a more efficient internal parking layout, this requires only one additional story to the seven story structure which was previously approved. The larger garage will have a height of 96 feet (measured from mean grade to top of parapet wall), an increase of 10 feet. Further, the approved PDA Master Plan allows up to 1,040 parking spaces for the entire Ruggles Center project. This maximum parking capacity for the site will not be increased.

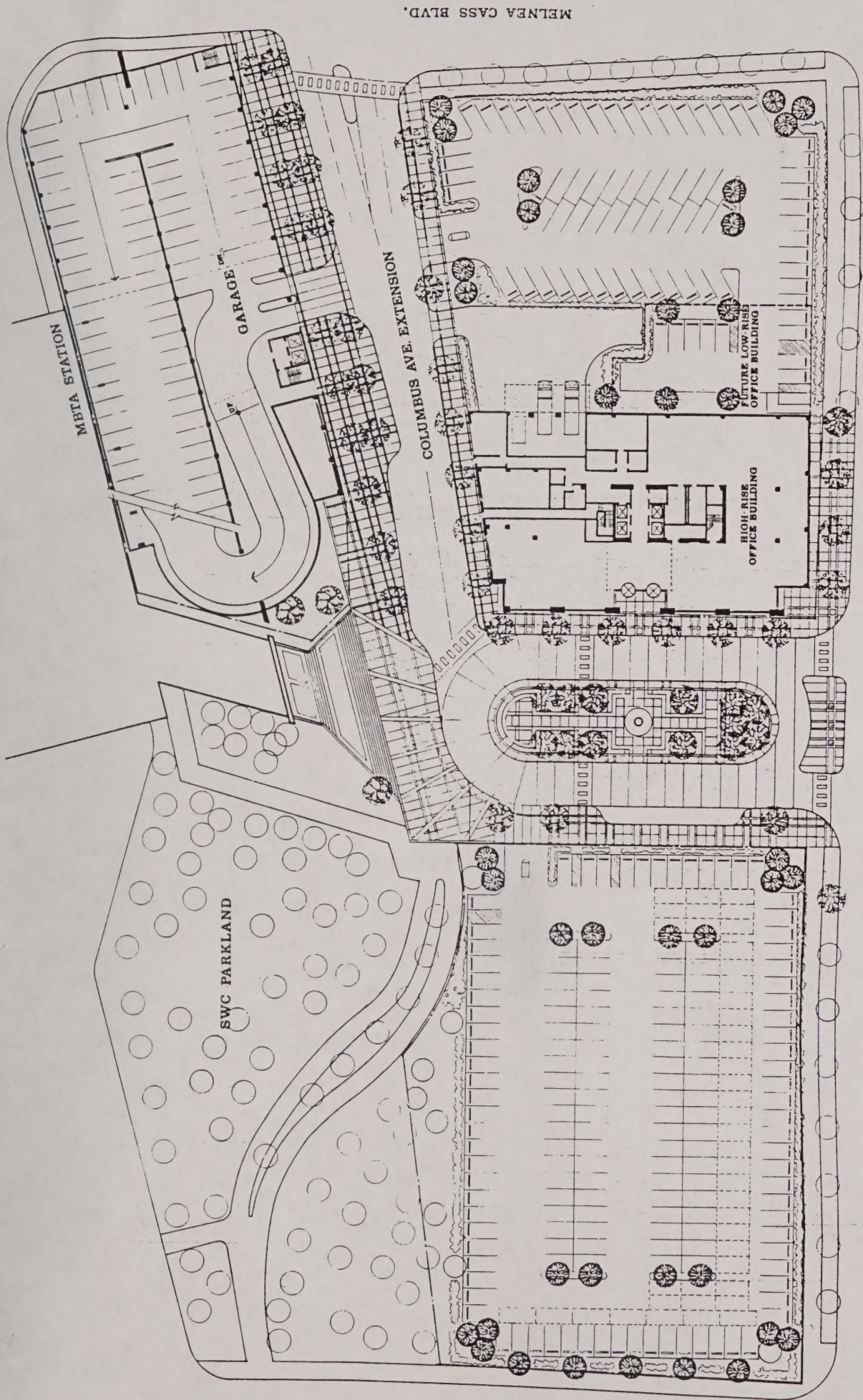
In order to accommodate the parking needs of RMV until the parking garage is constructed, RCJV seeks permission, by submitting a revised Phase I Development Plan, to construct at-grade parking facilities for 277 cars. Of this amount, 76 spaces will be provided in a lot constructed on Parcel 18-1A (located at the corner of Tremont Street and Melnea Cass Boulevard) for RMV employees, and 201 spaces will be provided on Parcel 18-3 (located at the corner of Tremont Street and Ruggles Street) to accommodate the needs of the public conducting business at the RMV office. These parking lots will remain in use only until the parking garage is completed.

In order to proceed with the Ruggles Center project, which is of vital importance to the Roxbury community, it is necessary to amend the Master Plan and approve the revised Phase I Development Plan as described above. These changes will not materially change the Ruggles Center project, but instead reflect a slight rescheduling of the various elements required because of the current real estate market.

An appropriate vote follows:

VOTED: That the Boston Redevelopment Authority hereby (1) revokes the existing Development Plan for Phase I of Master Plan for Planned Development Area No. 34, Ruggles Center, dated June 29, 1989, which was approved by the Authority on June 29, 1989 (the "Original Development Plan"); (2) adopts and approves (a) the attached amendment dated September 26, 1991 (the "Amendment") to the Master Plan and Development Impact Project Plan for Planned Development Area No. 34, Ruggles Center dated June 29, 1989, which was approved by the Authority on June 29, 1989 (the "Master Plan") and (b) the attached Development Plan for Phase I of Master Plan for Planned Development Area No. 34, Ruggles Center, dated September 26, 1991 (the "Development Plan"); (3) authorizes the Director of the Authority to take any action and to execute in the name of, and on behalf of the Authority, all agreements and documents incidental to the Master

plan, as affected by the Amendment, and the Development Plan, such agreements and documents to be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority, including, without limitation, an Amended and Restated Cooperation Agreement between the Authority and Ruggles Center Joint Venture dated as of May 31, 1991 substantially in the form attached hereto, with such changes as the Director in his discretion, shall determine to be necessary or desirable, the Director's execution and delivery of any such agreement or document or taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; (4) determines that employment positions in businesses occupying the Ruggles Center project are newly created in Roxbury, that the Development Plan provides for entrepreneurial assistance measures, and that the Development Plan provides for job opportunities to facilitate community access to jobs created by the Ruggles Center project; (5) finds that the Master plan, as affected by the Amendment and the Development Plan, each conform to the general plan for the City as a whole and that nothing in either if such plans will be injurious to the neighborhood or otherwise detrimental to the public welfare; (6) further finds that the Development Plan complies with the provisions of Sections 50-12 through 50-17 of the Boston Zoning Code (the "Code"), and that the Development Plan conforms to the Roxbury Neighborhood Plan and to the general plan for the city as a whole, that each proposed project described in the Development Plan is in compliance with the Building Height and Floor Area Ratio Standards set forth in Section 50-14 of the Code, and that on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; (7) further, finds that the Master Plan, as affected by the Amendment, and the Development Plan each do adequately and sufficiently satisfy all other criteria specifications for a master plan and a development plan, respectively, as set forth in the Code, including Article 50 hereof; (8) except as affected hereby, reaffirms the resolutions of the Authority adopted on June 29, 1989 in connection with approval of the Master Plan and Original Development Plan entitled, "Resolution of the Boston Redevelopment Authority Regarding Ruggles Center Master Plan and Development plan for Phase I, dated June 29, 1989, consisting of 16 pages, plus exhibits thereto, and specifically reaffirms the Resolves adopted thereby and findings incorporated therein with respect to the Master Plan, as affected by the Amendment, and the Development Plan.



RUGGLES STREET

PARKING LOT PLAZA OFFICE BUILDING PARKING LOT

SITE PLAN: PHASE I

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991

